

**FILED**  
**JUL 25 2008**  
**MICHAEL W. DOBBINS**  
**CLERK, U.S. DISTRICT COURT**

IN THE UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF ILLINOIS  
 WESTERN DIVISION

DRIVELINE SYSTEMS, LLC,  
 an Illinois limited liability company,

Plaintiff,

vs.

ARCTIC CAT, INC.,  
 a Minnesota corporation,

Defendant.

NO. **08 050 154**

**NOTICE OF REMOVAL**

*Kapala*

Defendant, ARCTIC CAT INC., a Minnesota corporation (hereinafter referred to as "ARCTIC CAT"), by its attorneys, WILLIAMSMcCARTHY LLP, hereby files its Notice of Removal in the above-entitled civil action to the United States District Court for the Northern District of Illinois, Western Division, pursuant to the provisions of 28 U.S.C., §1441, et seq. on the basis of the following facts that show the case to be properly removable:

1. That on or about June 20, 2008, the plaintiff DRIVELINE SYSTEMS, LLC, an Illinois limited liability company (hereinafter referred to as "DRIVELINE") commenced this action in the Circuit Court of the 17th Judicial Circuit in and for Winnebago County, Illinois, under Cause No. 2008- L-234. A copy of said Summons and Complaint with exhibits is attached hereto as Exhibit A.

2. That on June 26, 2008, ARCTIC CAT was served with Summons and Complaint and, thus, the time within which ARCTIC CAT is required by 28 U.S.C., §1446(b), to file this Notice of Removal has not yet expired.

3. DRIVELINE alleges in paragraph 1 that:

"Driveline is an Illinois limited liability company which maintains its principal place of business at 6421 Material Avenue, Loves Park, Illinois, 61111."

4. DRIVELINE alleges in paragraph 2 that:

"Arctic Cat is a Minnesota corporation which maintains a place of business at 600 Brooks Avenue, South, Thief River Falls, Minnesota, 56701."

5. In its prayer for relief in Count I, DRIVELINE seeks judgment in an amount of \$182,234.05, and in Count II in an amount of \$3,949,496.47.

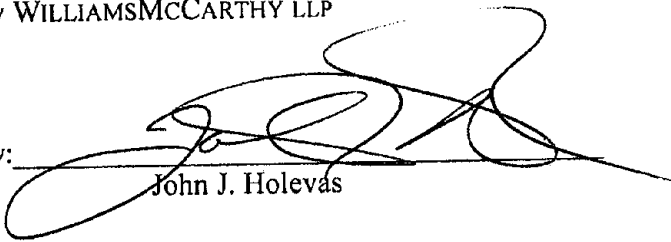
6. Accordingly, pursuant to 28 U.S.C., §1332(a), there is diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00 exclusive of interest and costs.

7. ARCTIC CAT respectfully submits that all of the elements of removal based on diversity jurisdiction have been met.

8. This Notice of Removal is accompanied by a Civil Cover Sheet and a payment in the amount of \$350.00 as the requisite filing fee.

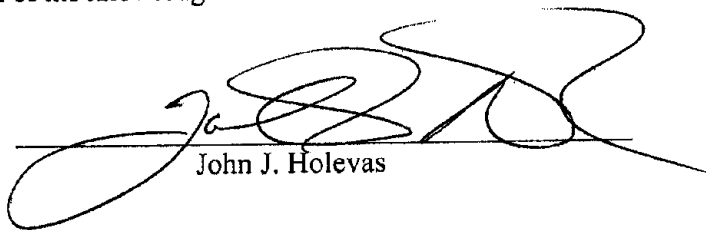
ARCTIC CAT INC., a Minnesota corporation,  
Defendant  
By WILLIAMSMcCARTHY LLP

By: \_\_\_\_\_

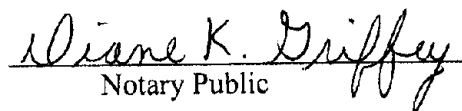
  
John J. Holevas

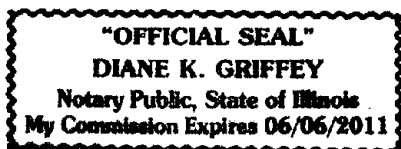
STATE OF ILLINOIS                     )  
   ) SS.  
 COUNTY OF WINNEBAGO             )

John J. Holevas, being first duly sworn, states that he is an Attorney at Law duly licensed to practice in the State of Illinois, and admitted to practice before the United States District Court for the Northern District of Illinois, Western Division; that he is a Partner with the firm of WILLIAMSMCCARTHY LLP, attorneys for defendant; that he is one of the attorneys charged with the defense of the above cause; that he is the duly authorized agent of defendant to file the foregoing Notice of Removal; and that he has knowledge of the facts set forth in said Notice of Removal, and that the same are true and correct to the best of his knowledge and belief.

  
 John J. Holevas

Subscribed and sworn to before  
 me on July 25, 2008.

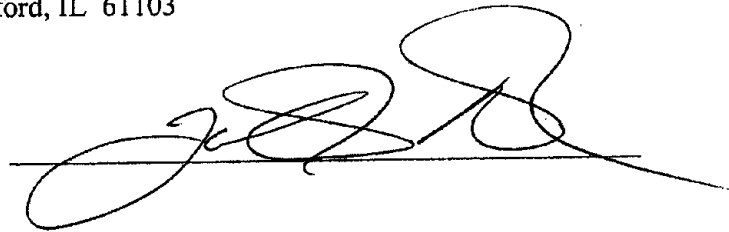
  
 Notary Public



CERTIFICATE OF LAWYER

Pursuant to Rule 5 of the Federal Rules of Civil Procedure, the undersigned certifies that on July 25, 2008, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system and I hereby certify that I have mailed by United States Mail the document to:

Attorney Brad Koch  
Holmstrom & Kennedy  
800 N. Church Street  
Rockford, IL 61103

A handwritten signature in black ink, appearing to read 'John J. Holevas', is written over a horizontal line.

John J. Holevas, Esq.  
Marc C. Gravino, Esq.  
WILLIAMSMcCARTHY LLP  
120 West State Street, Suite 400  
P.O. Box 219  
Rockford, IL 61105-0219  
815-987-8900

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT  
COUNTY OF WINNEBAGO

DRIVELINE SYSTEMS, LLC, an Illinois  
limited liability company,

Plaintiff,

v.

ARCTIC CAT, INC., a Minnesota  
corporation,

Defendant.

08 C50154

CASE NO. 08 L234

FILED

JUL 25 2008

SUMMONS

To each defendant: Arctic Cat, Inc.  
600 Brooks Avenue S., PO Box 810  
Thief River Falls, MN 56701

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT.

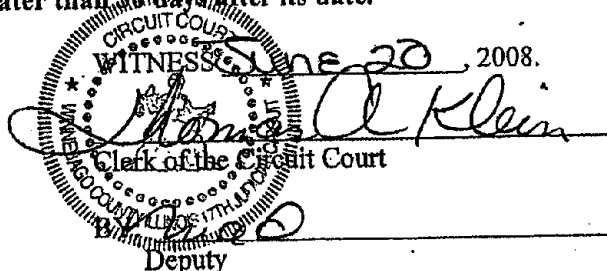
YOU ARE SUMMONED and required to file an answer to the Complaint in this case, a copy of which is attached hereto, or otherwise file your appearance, in the Office of the Clerk of this Court, Winnebago County Courthouse, 400 West State Street, Rockford, Illinois, within 30 days after service of this summons, not counting the day of service. IF YOU FAIL TO DO SO, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.

To the officer:

This summons must be returned by the officer to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, summons shall be returned so indorsed.

This summons may not be served later than 30 days after its date.

(Seal of Court)



(Plaintiff's Attorney or Plaintiff if he is not represented by an Attorney)  
Bradley T. Koch  
Holmstrom & Kennedy, P.C.  
800 North Church Street, P.O. Box 589  
Rockford, Illinois 61105  
815/962-7071



Service fees:

Service and return .....\$

Miles \_\_\_\_\_ \$

Total .....\$

I certify that I served this summons on defendants as follows:

**(a) - (Individual defendants - personal)** By leaving a copy of the Summons, Complaint and Validation Statement with Defendant:

(The officer or other person making service, shall (a) identify as to sex, race and approximate age of the defendant with whom he left the summons, and (b) state the place where (whenever possible in terms of an exact street address) and the date and time of the day when the summons was left with the defendant.)

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**(b) - (Individual defendants - abode):**

By leaving a copy of the summons and a copy of the complaint and validation statement at the usual place of abode of each individual defendant with a person of his family, of the age of 13 years or upwards, informing that person of the contents of the summons. (The officer or other person making service, shall (a) identify as to sex, race and approximate age of the person, other than the defendant, with whom he left the summons, and (b) state the place where (whenever possible in terms of an exact street address) and the date and time of day when the summons was left with such person).

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and also by sending a copy of the summons and of the complaint and validation statement in a sealed envelope with postage fully prepaid, and addressed to each individual defendant at this usual place of abode, as follows:

Name of Defendant	Mailing Address	Date of Mailing

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**(c) (Corporation defendants):**

By leaving a copy of the summons and a copy of the complaint and validation statement with the registered agent, officer, or agent of each defendant corporation as follows:

Defendant Corporation	Registered agent, officer or agent	Date of Service

**(d) - (Other service):**


STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT  
COUNTY OF WINNEBAGO

**FILED**

Date:

6/20/08

*Thomas A. Klein*  
Clerk of the Circuit Court

By

*[Signature]* Deputy  
Winnebago County, IL

DRIVELINE SYSTEMS LLC, an Illinois  
limited liability company,

Plaintiff,

v.

ARCTIC CAT INC., a Minnesota  
corporation,

Defendant.

CASE NO. 08L234

**VERIFIED COMPLAINT**

Plaintiff Driveline Systems LLC, an Illinois limited company ("Driveline"), by its attorneys, Holmstrom & Kennedy, P.C., for its Complaint against Defendant Arctic Cat Inc., a Minnesota corporation ("Arctic Cat"), states:

**COUNT I**

***Open Account***

1. Driveline is an Illinois limited liability company which maintains its principal place of business at 6421 Material Avenue, Loves Park, Illinois, 61111.
2. Arctic Cat is a Minnesota corporation which maintains a place of business at 600 Brooks Avenue South, Thief River Falls, Minnesota, 56701.
3. Between March, 2007 and February, 2008, Driveline sold and delivered to Arctic Cat, at its request, on an account various goods manufactured by Driveline in Winnebago County, Illinois, including, but not limited to, axles, rotors, shafts, and tie rods.



4. Between March, 2007 and February, 2008, Driveline forwarded to Arctic Cat invoices for the goods sold and delivered by Driveline to Arctic Cat, photocopies of which are attached hereto as Group Exhibit A and hereby incorporated by reference as though fully set forth herein (hereinafter collectively referred to as "Invoices").

5. Driveline provided Arctic Cat a copy of its Terms and Conditions of Sale with each of the Invoices a photocopy of which Terms and Conditions are attached hereto as Exhibit B and hereby incorporated by reference as though fully set forth herein (hereinafter referred to as "Terms and Conditions").

6. Arctic Cat is indebted to Driveline on an account for certain goods sold and delivered by Driveline to Arctic Cat at Arctic Cat's request between March, 2007 and February, 2008 in the amount of One Hundred Eight-Two Thousand Two Hundred Thirty-Four and 05/100 Dollars (\$182,234.05) as is more fully described upon the Invoices.

7. Arctic Cat promised to pay Driveline the amount set forth upon the Invoices.

8. Although often requested to do so, Arctic Cat has failed and refused, and still fails and refuses, to pay the amount of Invoices or any part thereof.

9. Driveline has been damaged by reason of Arctic Cat's failure to pay the amount of the Invoices in the amount of One Hundred Eight-Two Thousand Two Hundred Thirty-Four and 05/100 Dollars (\$182,234.05)

10. Pursuant to Paragraph 8 of the Terms and Conditions, Driveline is entitled to reasonable collection costs, including attorneys' fees, for Arctic Cat's failure to pay the balance due and owing reflected upon the Invoices.

WHEREFORE, Plaintiff Driveline Systems LLC, an Illinois limited liability company, respectfully requests the entry of a money judgment against Defendant Arctic Cat Inc., a Minnesota corporation, and in favor of Plaintiff Driveline Systems LLC, an Illinois limited liability company, in the amount of \$182,234.05 plus an award of its attorneys' fees, costs of suit, and for such other and further relief as the Court deems just and equitable.

### **COUNT II**

#### ***Breach of Supply Contract for Specially Manufactured Goods***

1-10. Driveline repeats and realleges Paragraphs 1 through 10 of Count I of its Complaint as Paragraphs 1-10 of this Count II of its Complaint as though fully set forth herein.

11. During the course of the business relationship between Driveline and Arctic Cat, Driveline provided considerable engineering support to Arctic Cat and developed and manufactured goods with specifications uniquely suited to Arctic Cat's needs, including, without limitation, axles, outer tie-rods, inner tie-rods, shift shafts, and steering stops.

12. Prior to January, 2006, Arctic Cat would send to Driveline individual purchase orders and scheduling agreements for goods manufactured by Driveline, and Driveline would deliver goods to Arctic Cat pursuant to the terms of the purchase orders and scheduling agreements.

13. On or about November 20, 2006, Driveline and Arctic Cat entered into a fifty-two (52) week schedule ("Supply Contract") for the type and quantity of goods Arctic Cat would purchase from Driveline each week for the next fifty-two (52) weeks, a

photocopy of which Supply Contract is attached hereto as Exhibit C and hereby incorporated by reference as though fully set forth herein.

14. Thereafter, Driveline planned, manufactured, and delivered goods to Arctic Cat based on the Supply Contract, the Terms and Conditions of the open account, and the course of dealing between the parties and was generally required to deliver to Arctic Cat goods ordered by Arctic Cat within seven (7) days of receiving a release from Arctic Cat which would specify, in pertinent part, the goods to be delivered by Driveline to Arctic Cat.

15. Upon Arctic Cat's request and agreement by the parties, Arctic Cat and Driveline would, from time to time, modify the Supply Contract to reflect Arctic Cat's demand for the goods.

16. In order to deliver goods to Arctic Cat in a timely fashion pursuant to the Supply Contract, Driveline was required to order materials and manufacture the goods months before any scheduled delivery date.

17. Arctic Cat was aware that Driveline required reasonable notice to plan for and manufacture the custom-made goods for Arctic Cat in accordance with the Supply Contract.

18. On or about February 15, 2008, Arctic Cat terminated its contractual relationship and the Supply Contract with Driveline.

19. At the time of Arctic Cat's termination, the total value of the custom-made goods manufactured by Driveline for Arctic Cat and the raw materials purchased by Driveline to manufacture such goods for Arctic Cat, in performance of the Supply Contract, was as follows:

Finished Goods:	\$1,505,003.00
Work in Progress:	\$ 148,747.47
Raw Materials:	\$2,295,746.00

20. The goods manufactured for Arctic Cat by Driveline pursuant to the Supply Contract and the raw materials ordered by Driveline so as to manufacture goods for Arctic Cat are not suitable for sale to others in the ordinary course of Driveline's business, because the specifications for the goods are uniquely suited to Arctic Cat's needs.

21. By agreement and pursuant to the course of dealing between the parties, Driveline was entitled to reasonable notice of termination of the Supply Contract.

22. Arctic Cat breached the Supply Contract by failing to provide Driveline reasonable notice of termination of the Supply Contract and failing to purchase from Driveline the specially manufactured goods and the raw materials purchased by Driveline in reliance upon the Supply Contract.

23. Driveline has been damaged by the breach of the Supply Contract by Arctic Cat in the amount of \$3,949,496.47 representing the goods specially manufactured for Arctic Cat and the raw materials purchased by Driveline to manufacture such goods pursuant to and in reliance upon the Supply Contract.

WHEREFORE, Plaintiff Driveline Systems LLC, an Illinois limited liability company, respectfully requests the entry of a money judgment against Defendant Arctic Cat, Inc., a Minnesota corporation, and in favor of Plaintiff Driveline Systems LLC, an Illinois limited liability company, in the amount of \$3,949,496.47, an award of its

attorneys' fees, costs of suit, and for such other and further relief as the Court deems just and equitable.

**COUNT III**

***Breach of Supply Contract for Specially Manufactured Goods***

***Confidentiality Provision***

1-23. Driveline repeats and realleges Paragraphs 1 through 23 of Count II of its Complaint as Paragraphs 1-23 of this Count III of its Complaint as though fully set forth herein.

24. Driveline has invested significant resources and labor in the development of new specifications, methods, and processes relating to the manufacture of its goods.

25. During the course of their business relationship Arctic Cat specifically requested that Driveline invest significant resources and labor in the development of new specifications, methods, and processes relating to the following goods: axles, outer tie-rods, inner tie-rods, shift shafts, and steering stops which have been manufactured by Driveline for Arctic Cat.

26. Paragraph 3 of the Terms and Conditions of the Supply Contract provides that Arctic Cat will not disclose any materials, information, or knowledge that Arctic Cat received from Driveline regarding Driveline's products, methods, or manufacturing processes to any third party:

**"Confidential Information:** Buyer shall not use or discharge to any person, firm, corporation, association or other third party any materials, information or knowledge Seller or its employees may disclose to Buyer concerning Seller's products, methods, or manufacturing process, or other information communicated to Buyer as proprietary and confidential, unless Buyer is authorized to do so in writing by an officer of Seller. Buyer shall make ever reasonable

offer to insure that each of its employees who are involved in the performance of Buyer's obligations under this Agreement will abide by the non-use and confidentiality obligations as set forth in this paragraph." (Hereinafter referred to as "Confidentiality Provision".)

27. During the course of their business relationship Driveline delivered to Arctic Cat confidential information relating to its products, methods, and manufacturing processes subject to the Confidentiality Provision.

28. Upon information and belief, without authorization from Driveline, Arctic Cat disclosed the confidential information received by Arctic Cat from Driveline to certain third parties in violation of the Confidentiality Provision.

29. Any disclosure of the confidential information by Arctic Cat to a third party was without the consent of Driveline and constitutes a material breach of the Confidentiality Provision within the Terms and Conditions and Supply Contract.

30. By reason of Arctic Cat's breach of the Confidentiality Provision within the Terms and Conditions and Supply Contract, Driveline has been damaged in an amount to be determined but in excess of \$50,000.00 by reason of Arctic Cat's use and disclosure of the confidential information.

WHEREFORE, Plaintiff Driveline Systems LLC, an Illinois limited liability company, respectfully requests the entry of a money judgment against Defendant Arctic Cat Inc., a Minnesota corporation, and in favor of Plaintiff Driveline Systems LLC, an Illinois limited liability company, in an amount to be determined, but in excess of \$50,000.00, for damages incurred by reason of the breach of the Confidentiality Provision within the Terms and Conditions and Supply Contract, an award of its

attorneys' fees, costs of suit, and for such other and further relief as the Court deems just and equitable.

**COUNT IV**

***In the Alternative, Injunctive Relief for Breach of Confidentiality Provision***

1-30. Driveline repeats and realleges Paragraphs 1 through 30 of Count III of its Complaint as Paragraphs 1-30 of this Count IV of its Complaint as though fully set forth herein.

31. The continued use by Arctic Cat of the confidential information without the consent of Driveline constitutes a breach of the Confidentiality Provision within the Terms and Conditions and Supply Contract and has caused Driveline irreparable harm and damages.

~~32.~~ Driveline has suffered and will continue to suffer irreparable harm from the continued use by Arctic Cat of the confidential information in violation of the Confidentiality Provision, has no adequate remedy of law to enforce the Confidentiality Provision and to prevent Arctic Cat from the continued use of the confidential information.

WHEREFORE, Plaintiff Driveline Systems LLC, an Illinois limited liability company, respectfully requests the entry of a judgment against Defendant Arctic Cat Inc., a Minnesota corporation, containing the following relief:

A. Determining that the use of the confidential information by Defendant Arctic Cat, Inc., a Minnesota corporation, violates the Confidentiality Provision within the Terms and Conditions and Supply Contract between Plaintiff Driveline Systems LLC, an Illinois limited liability company and Defendant Arctic Cat, Inc., a Minnesota corporation;

B. Prohibiting Defendant Arctic Cat, Inc., a Minnesota corporation, from any use of the confidential information in the future;

C. Directing Defendant Arctic Cat, Inc., a Minnesota corporation to return any and all of the confidential information in its possession or control delivered to a third party in violation of the Confidentiality Provision to Plaintiff Driveline Systems, LLC, an Illinois limited liability company;


D. An award of its attorneys' fees and costs of suit; and

E. For such other and further relief as the Court deems just and equitable.

Dated: June 20, 2008

DRIVELINE SYSTEMS LLC, an Illinois  
Limited Liability Company, Plaintiff,

BY: HOLMSTROM & KENNEDY, P.C.,  
Its attorneys

BY:   
One of its attorneys

**PLAINTIFF DRIVELINE SYSTEMS, LLC. HEREBY DEMANDS TRIAL BY JURY**

BRADLEY T. KOCH - #3608  
JOSEPH F. ARIAS  
J. JOSEPH MCCOY  
Holmstrom & Kennedy, P.C.  
800 N. Church Street  
P.O. Box 589  
Rockford, IL 61105  
(815) 962-7071

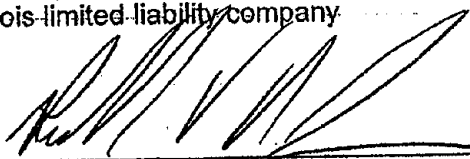


STATE OF ILLINOIS                     )  
   ) ss.  
 COUNTY OF WINNEBAGO            )

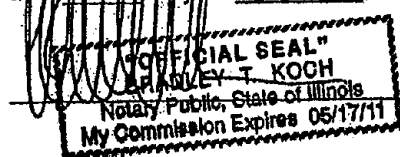
**VERIFICATION**

Personally appeared before the undersigned RICHARD V. DIGIOVANNI, President and Member of the Operating Board of Driveline Systems, LLC, an Illinois limited liability company, who, after being duly sworn, deposes and on oath says that he/she is authorized to make this verification, on behalf of Driveline Systems, LLC., an Illinois limited liability company, and that the facts contained within the foregoing Verified Complaint are true and correct to the best of his/her knowledge, information and belief.

Driveline Systems, LLC,  
 an Illinois limited liability company

By:   
 Richard V, DiGiovanni, its President and Member

Subscribed and sworn to before me  
 this 10th day of June, 2008.



BRADLEY T. KOCH - #3608  
 JOSEPH F. ARIAS  
 J. JOSEPH MCCOY  
 Holmstrom & Kennedy, P.C.  
 800 N. Church Street  
 P.O. Box 589  
 Rockford, IL 61105  
 (815) 962-7071

Arctic Cat			
Aged Account Receivable			
As OF 03/26/08			
Reference	Invoice Date	Due Date	Amount
Number			
100288	3/23/2007	4/22/2007	5,786.88
100933	7/30/2007	8/29/2007	1,539.52
120009	10/2/2007	11/1/2007	68.00
120066	10/20/2007	11/11/2007	172.08
120200	11/15/2007	12/15/2007	427.24
120201	11/15/2007	12/15/2007	106.81
120202	11/15/2007	12/15/2007	106.81
120333	1/3/2008	2/2/2008	1,664.00
120334	1/3/2008	2/2/2008	1,850.40
120335	1/3/2008	2/2/2008	3,078.75
120336	1/3/2008	2/2/2008	3,094.50
120344	1/11/2008	2/10/2008	1,500.00
120345	1/11/2008	2/10/2008	1,850.40
120348	1/18/2008	2/17/2008	537.60
120349	1/18/2008	2/17/2008	8,082.00
120350	1/18/2008	2/17/2008	19,306.56
120351	1/18/2008	2/17/2008	2,313.00
120352	1/18/2008	2/17/2008	4,426.00
120357	1/25/2008	2/24/2008	716.80
120358	1/25/2008	2/24/2008	8,082.00
120359	1/25/2008	2/24/2008	8,143.20
120360	1/25/2008	2/24/2008	16,164.00
120361	1/25/2008	2/24/2008	8,317.92
120362	1/25/2008	2/24/2008	7,812.48
120363	1/25/2008	2/24/2008	1,226.68
120364	1/29/2008	2/28/2008	2,808.50
120365	1/29/2008	2/28/2008	448.00
120366	1/29/2008	2/28/2008	8,143.20
120367	1/29/2008	2/28/2008	8,082.00
120368	1/29/2008	2/28/2008	10,566.16
120369	1/29/2008	2/28/2008	350.48
120370	1/29/2008	2/28/2008	350.48
120371	1/29/2008	2/28/2008	1,784.00
120373	1/30/2008	2/29/2008	8,317.92
120374	1/30/2008	2/29/2008	7,812.48
120375	1/30/2008	2/29/2008	350.48
120378	1/31/2008	3/1/2008	448.00
120379	1/31/2008	3/1/2008	23.00
120380	1/31/2008	3/1/2008	8,082.00
120381	2/1/2008	3/2/2008	6,800.00
120382	2/1/2008	3/2/2008	8,082.00
120383	2/1/2008	3/2/2008	525.72
120384	2/1/2008	3/2/2008	2,666.00
			182,234.05

EXHIBIT

A

Driveline Systems LLC  
6421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 100288

**INVOICE**

Page: 1 of 1  
Date: 3/23/2007

**Sold To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

PO Number:

Terms: NET 30 DAYS

Ship Date:

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	0.00	StartUp		0.00	5,786.88

Payment Schedule		
	Due Date	Amount
1	4/22/2007	5,786.88
<b>Total</b>		<b>5,786.88</b>

**Total: 5,786.88 \$US**

Driveline Systems LLC  
 3421 Material Avenue  
 Loves Park IL 61111



Phone: 815-877-8102  
 Fax: 815-877-8203

Invoice: 100933

**INVOICE**

Page: 1 of 1  
 Date: 7/30/2007

**Sold To:**

ARCTIC CAT INC  
 601 BROOKS AVENUE SOUTH  
 P.O. BOX 810  
 THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC  
 601 BROOKS AVENUE SOUTH  
 P.O. BOX 810  
 THIEF RIVER FALLS MN 56701

PO Number:

Terms: NET 30 DAYS

Ship Date:

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	0.00	StartUp		0.00	1,539.52

**Payment Schedule**

	Due Date	Amount
1	8/29/2007	1,539.52
<b>Total</b>		<b>1,539.52</b>

**Total: 1,539.52 \$US**

Driveline Systems LLC  
 1421 Material Avenue  
 Loves Park IL 61111



Phone: 815-877-8102  
 Fax: 815-877-8203

Invoice: 120009

**INVOICE**

Page: 1 of 1  
 Date: 10/2/2007

**Bill To:**

ARCTIC CAT INC  
 601 BROOKS AVENUE SOUTH  
 P.O. BOX 810  
 THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-SERVICE DIST.  
 215 CROSSROADS BOULEVARD  
 BUCYRUS OH 44820

PO Number: 60053483  
 Sales Rep: DON M. DIGIOVANNI  
 Packing Slip: 1010

Terms: NET 30 DAYS  
 Ordered: 10/2/2007

F.O.B: SHIPPING POINT  
 Ship Via: BEST WAY  
 Ship Date: 10/2/2007

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	50.00	0502-811 1/2AXLEASSEMBLY		42.90 EA	2,145.00

Warehouse Code: main  
 B

Our Part: 73811

**Line (1) Miscellaneous Charges**

Description	Amount
10.) PACKING SURCHARGE-SE	68.00

**Total: 2,213.00 \$US**

<b>Payment Schedule</b>		
	<b>Due Date</b>	<b>Amount</b>
1	11/1/2007	2,213.00
<b>Total</b>		2,213.00

Driveline Systems LLC  
1421 Material Avenue  
Oswego Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120066

**INVOICE**

Page: 1 of 1  
Date: 10/12/2007

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

JUSTIN GRAVER  
HB PERFORMANCE SYSTEMS, INC.  
5800 WEST DONGES BAY ROAD  
MEQUON WI 53092

PO Number: 1148147  
Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1059

Terms: NET 30 DAYS  
Ordered: 10/4/2007

F.O.B: SHIPPING POINT  
Ship Via: UPS NEXT DAY AIR  
Ship Date: 10/12/2007

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	3.00	1402-710D ROTOR, MACH FROM DUCT BAR STK		57.36 EA	172.08
			<u>Warehouse Code:</u> main		
<u>Our Part:</u> 42712			B		

<u>Payment Schedule</u>		
	<u>Due Date</u>	<u>Amount</u>
1	11/11/2007	172.08
<u>Total</u>		172.08

**Total: 172.08 \$US**

Driveline Systems LLC  
3421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120200

**INVOICE**

Page: 1 of 1  
Date: 11/15/2007

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

OWEN STENVIK  
ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 1149346  
Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1189

Terms: NET 30 DAYS  
Ordered: 11/9/2007

F.O.B: SHIPPING POINT  
Ship Via: UPS GROUND SE  
Ship Date: 11/15/2007

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1.	4.00	1402-710 STAINLESS STEEL ROTOR ROTOR,MACH FROM BAR STOCK		106.81 EA	427.24

Warehouse Code: main

Our Part: 42714

RELEASE

Payment Schedule		
	Due Date	Amount
1	12/15/2007	427.24
<b>Total</b>		<b>427.24</b>

**Total: 427.24 \$US**

Driveline Systems LLC  
421 Material Avenue  
Oswego Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120201

**INVOICE**

Page: 1 of 1  
Date: 11/15/2007

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

OWEN STENVIK  
ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 1149346  
Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1190

Terms: NET 30 DAYS  
Ordered: 11/9/2007

F.O.B: SHIPPING POINT  
Ship Via: UPS NEXT DAY AIR  
Ship Date: 11/15/2007

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext. Price
1	1.00	1402-710 STAINLESS STEEL ROTOR ROTOR, MACH FROM BAR STOCK		106.81 EA	106.81

Warehouse Code: main  
RELEASE

Our Part: 42714

Payment Schedule		
	Due Date	Amount
1	12/15/2007	106.81
<b>Total</b>		<b>106.81</b>

**Total: 106.81 \$US**



Driveline Systems LLC  
6421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120202

**INVOICE**

Page: 1 of 1  
Date: 11/15/2007

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

JUSTIN GRAVER  
HB PERFORMANCE SYSTEMS, INC.  
5800 WEST DONGES BAY ROAD  
MEQUON WI 53092

PO Number: 1149346  
Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1191

Terms: NET 30 DAYS  
Ordered: 11/9/2007

F.O.B: SHIPPING POINT  
Ship Via: UPS NEXT DAY AI  
Ship Date: 11/15/2007

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	1.00	1402-710 STAINLESS STEEL ROTOR ROTOR, MACH FROM BAR STOCK		106.81 EA	106.81

Warehouse Code: main  
RELEASE

**Our Part:** 42714

**Payment Schedule**

	Due Date	Amount
1	12/15/2007	106.81
<b>Total</b>		106.81

**Total: 106.81 \$US**

Driveline Systems LLC  
421 Material Avenue  
Owes Park IL 61111



Phone: 315-877-8102  
Fax: 315-877-8203

Invoice: 120333

# INVOICE

Page: 1 of 1  
Date: 1/3/2008

## Bill To:

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

## Ship To:

ARCTIC CAT INC-SERVICE DIST.  
215 CROSSROADS BOULEVARD  
BUCYRUS OH 44820

PO Number: 60054102

Terms: NET 30 DAYS

F.O.B: SHIPPING POINT

Sales Rep: DON M. DIGIOVANNI

Ordered: 1/2/2008

Ship Via: VITRAN EXPRESS

Packing Slip: 1315

Ship Date: 1/3/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	40.00	0502-734 1/2AXLEASSEMBLY		45.24 EA	1,809.60

Warehouse Code: main

B

Our Part: 73734

Reference A03671104

## Line (1) Miscellaneous Charges

Description	Amount
10.) PACKING SURCHARGE-SE	54.40

## Payment Schedule

Due Date	Amount
1 2/2/2008	1,864.00
<b>Total</b>	<b>1,864.00</b>

**Total: 1,864.00 \$US**

iveline Systems LLC  
21 Material Avenue  
ives Park IL 61111



Phone: 315-877-8102  
Fax: 315-877-8203

Invoice: 120334

**INVOICE**

Page: 1 of 1  
Date: 1/3/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-SERVICE DIST.  
215 CROSSROADS BOULEVARD  
BUCYRUS OH 44820

PO Number: 60053484

Terms: NET 30 DAYS

F.O.B: SHIPPING POINT

Sales Rep: DON M. DIGIOVANNI

Ordered: 1/2/2008

Ship Via: VITRAN EXPRESS

Packing Slip: 1316

Ship Date: 1/3/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	40.00	0502-740 1/2AXLEASSEMBLY		44.90 EA	1,796.00

Warehouse Code: main

C

**Our Part:** 73740

**Reference:** A03671105

**Line (1) Miscellaneous Charges**

Description	Amount
10.) PACKING SURCHARGE-SE	54.40

**Payment Schedule**

Due Date	Amount
1 2/2/2008	1,850.40
<b>Total</b>	<b>1,850.40</b>

**Total: 1,850.40 \$US**

DriveLine Systems LLC  
421 Material Avenue  
Oswego Park IL 61111



Phone: 315-877-8102  
Fax: 815-877-8203

Invoice: 120335

**INVOICE**

Page: 1 of 1  
Date: 1/3/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-SERVICE DIST.  
215 CROSSROADS BOULEVARD  
BUCYRUS OH 44820

PO Number: 60053481

Sales Rep: DON M. DIGIOVANNI

Packing Slip: 1317

Terms: NET 30 DAYS

Ordered: 1/2/2008

F.O.B: SHIPPING POINT

Ship Via: VITRAN EXPRESS

Ship Date: 1/3/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	75.00	0502-812 1/2AXLE ASSEMBLY		39.69 EA	2,976.75

Warehouse Code: main

A

Our Part: 73812

Reference A03671106

**Line (1) Miscellaneous Charges**

Description	Amount
10.) PACKING SURCHARGE-SE	102.00

**Payment Schedule**

Due Date	Amount
1 2/2/2008	3,078.75
<b>Total</b>	<b>3,078.75</b>

**Total: 3,078.75 \$US**

Driveline Systems LLC  
1421 Material Avenue  
Janesville IL 61111



Phone: 315-877-8102  
Fax: 315-877-8203

Invoice: 120336

**INVOICE**

Page: 1 of 1  
Date: 1/3/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-SERVICE DIST.  
215 CROSSROADS BOULEVARD  
BUCYRUS OH 44820

PO Number: 60053479  
Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1318

Terms: NET 30 DAYS  
Ordered: 1/2/2008

F.O.B: SHIPPING POINT  
Ship Via: VITRAN EXPRESS  
Ship Date: 1/3/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	75.00	0502-813 1/2AXLEASSEMBLY		39.90 EA	2,992.50

Warehouse Code: main

Our Part: 73813  
Reference A03671107

A

Line (1) Miscellaneous Charges	
Description	Amount
10.) PACKING SURCHARGE-SE	102.00

Payment Schedule	
Due Date	Amount
1 2/2/2008	3,094.50
<b>Total</b>	<b>3,094.50</b>

**Total: 3,094.50 \$US**

Driveline Systems LLC  
3421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120344

INVOICE

Page: 1 of 1  
Date: 1/11/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-SERVICE DIST.  
215 CROSSROADS BOULEVARD  
BUCYRUS OH 44820

PO Number: 60054580

Terms: NET 30 DAYS

F.O.B: SHIPPING POINT

Sales Rep: DON M. DIGIOVANNI

Ordered: 9/26/2007

Ship Via: BEST WAY

Packing Slip: 1323

Ship Date: 1/11/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	20.00	0444-119 PULLER WELDMENT		75.00 EA	1,500.00

Warehouse Code: main  
REL

Our Part: 99354

Reference A03682839

Payment Schedule		
	Due Date	Amount
1	2/10/2008	1,500.00
<b>Total</b>		<b>1,500.00</b>

**Total: 1,500.00 \$US**

Iriveline Systems LLC  
421 Material Avenue  
Oves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120345

**INVOICE**

Page: 1 of 1  
Date: 1/11/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-SERVICE DIST.  
215 CROSSROADS BOULEVARD  
BUCYRUS OH 44820

PO Number: 60054099

Terms: NET 30 DAYS

Sales Rep: DON M. DIGIOVANNI

Ordered: 1/11/2008

Ship Via: VITRAN EXPRESS

Packing Slip: 1322

Ship Date: 1/11/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	40.00	0502-733 1/2AXLEASSEMBLY		44.90 EA	1,796.00

Warehouse Code: main

B

Our Part: 73733

Reference A03682881

**Line (1) Miscellaneous Charges**

Description	Amount
10.) PACKING SURCHARGE-SE	54.40

Payment Schedule		
	Due Date	Amount
1	2/10/2008	1,850.40
<b>Total</b>		<b>1,850.40</b>

**Total: 1,850.40 \$US**

Driveline Systems LLC  
421 Material Avenue  
Owes Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120348

# INVOICE

Page: 1 of 1  
Date: 1/18/2008

## Bill To:

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

## Ship To:

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60054108

Terms: NET 30 DAYS

F.O.B: SHIPPING POINT

Sales Rep: DON M. DIGIOVANNI

Ordered: 9/26/2007

Ship Via: FIGGINS TRANSP

Packing Slip: 1328

Ship Date: 1/18/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	120.00	0405-160 SHAFT,STEERING WHEEL		4.48 EA	537.60

Warehouse Code: main

K

Our Part: 84098L

Reference A03693900

Payment Schedule		
	Due Date	Amount
1	2/17/2008	537.60
<b>Total</b>		<b>537.60</b>

**Total: 537.60 \$US**



Driveline Systems LLC  
421 Material Avenue  
Oswego Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120349

# INVOICE

Page: 1 of 1  
Date: 1/18/2008

## Bill To:

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

## Ship To:

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60053484

Sales Rep: DON M. DIGIOVANNI

Packing Slip: 1329

Terms: NET 30 DAYS  
Ordered: 9/26/2007

F.O.B: SHIPPING POINT  
Ship Via: FIGGINS TRANSPORT  
Ship Date: 1/18/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	180.00	0502-740 1/2AXLEASSEMBLY		44.90 EA	8,082.00
<p><u>Warehouse Code:</u> main C</p> <p>Our Part: 73740 Reference A03694189</p>					
2	1.00	1655-378 PALLET		0.00 EA	0.00
<p><u>Warehouse Code:</u> main REL</p> <p>Our Part: 72101 Reference A03694189</p>					
3	13.00	1655-528-560-561 TRAY, AXLE LONG		0.00 EA	0.00
<p><u>Warehouse Code:</u> main REL</p> <p>Our Part: 72106 Reference A03694189</p>					

## Payment Schedule

Due Date	Amount
1 2/17/2008	8,082.00
<b>Total</b>	<b>8,082.00</b>

Total: 8,082.00 \$US

Driveline Systems LLC  
421 Material Avenue  
Ove's Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120350

# INVOICE

Page: 1 of 1  
Date: 1/18/2008

## Bill To:

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

## Ship To:

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60065094

Terms: NET 30 DAYS

F.O.B: SHIPPING POINT

Sales Rep: DON M. DIGIOVANNI

Ordered: 9/26/2007

Ship Via: FIGGINS TRANSP

Packing Slip: 1330

Ship Date: 1/18/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	1,248.00	0502-838 HUB/STUD ASSY		15.47 EA	19,306.56
		<u>Warehouse Code:</u> main			
		Our Part: 73838	C		
		Reference A03694192			
2	2.00	1655-378 PALLET		0.00 EA	0.00
		<u>Warehouse Code:</u> main			
		Our Part: 72101	REL		
		Reference A03694192			
3	24.00	1655-454 TRAY, HUB		0.00 EA	0.00
		<u>Warehouse Code:</u> main			
		Our Part: 72103	REL		
		Reference A03694192			

Payment Schedule		
Due Date	Amount	
1 2/17/2008	19,306.56	
<b>Total</b>	<b>19,306.56</b>	

Total: 19,306.56 \$/US

iveline Systems LLC  
 21 Material Avenue  
 ves Park IL 61111



Phone: 815-877-8102  
 Fax: 815-877-8203

Invoice: 120351

# INVOICE

Page: 1 of 1  
 Date: 1/18/2008

## Bill To:

ARCTIC CAT INC  
 601 BROOKS AVENUE SOUTH  
 P.O. BOX 810  
 THIEF RIVER FALLS MN 56701

## Ship To:

ARCTIC CAT INC-SERVICE DIST.  
 215 CROSSROADS BOULEVARD  
 BUCYRUS OH 44820

PO Number: 60053484

Terms: NET 30 DAYS

Sales Rep: DON M. DIGIOVANNI

Ordered: 1/16/2008

Ship Via: VITRAN EXPRESS

Packing Slip: 1327

Ship Date: 1/18/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	50.00	0502-740 1/2AXLEASSEMBLY		44.90 EA	2,245.00

Warehouse Code: main

C

Our Part: 73740

Reference A03694190

## Line (1) Miscellaneous Charges

Description	Amount
10.) PACKING SURCHARGE-SE	68.00

## Payment Schedule

Due Date	Amount
1 2/17/2008	2,313.00
<b>Total</b>	<b>2,313.00</b>

**Total: 2,313.00 \$US**

Driveline Systems LLC  
421 Material Avenue  
Ove's Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120352

**INVOICE**

Page: 1 of 1  
Date: 1/18/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-SERVICE DIST.  
215 CROSSROADS BOULEVARD  
BUCYRUS OH 44820

PO Number: 60053483

Terms: NET 30 DAYS

Sales Rep: DON M. DIGIOVANNI

Ordered: 1/16/2008

Ship Via: VITRAN EXPRESS

Packing Slip: 1326

Ship Date: 1/18/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	100.00	0502-811 1/2AXLEASSEMBLY		42.90 EA	4,290.00

Warehouse Code: main

B

**Our Part:** 73811

**Reference:** A03694191

**Line (1) Miscellaneous Charges**

Description	Amount
10.) PACKING SURCHARGE-SE	136.00

**Payment Schedule**

	Due Date	Amount
1	2/17/2008	4,426.00
<b>Total</b>		4,426.00

**Total: 4,426.00 \$US**

Driveline Systems LLC  
 1421 Material Avenue  
 Loves Park IL 61111



Phone: 815-877-8102  
 Fax: 815-877-8203

Invoice: 120357

**INVOICE**

Page: 1 of 1  
 Date: 1/25/2008

**Bill To:**

ARCTIC CAT INC  
 601 BROOKS AVENUE SOUTH  
 P.O. BOX 810  
 THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-MAIN  
 635 BROOKS AVENUE  
 PO BOX 810  
 THIEF RIVER FALLS MN 56701

PO Number: 60054108

Terms: NET 30 DAYS

F.O.B: SHIPPING POINT

Sales Rep: DON M. DIGIOVANNI

Ordered: 9/26/2007

Ship Via: FIGGINS TRANSP

Packing Slip: 1335

Ship Date: 1/25/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	160.00	0405-160 SHAFT,STEERING WHEEL		4.48 EA	716.80

Warehouse Code: main

K

Our Part: 84098L

Reference A03704357

<u>Payment Schedule</u>		
	<u>Due Date</u>	<u>Amount</u>
1	2/24/2008	716.80
<u>Total</u>		716.80

**Total: 716.80 \$US**

iveline Systems LLC  
121 Material Avenue  
Jes Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120358

# INVOICE

Page: 1 of 1  
Date: 1/25/2008

## Bill To:

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

## Ship To:

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60054099

Sales Rep: DON M. DIGIOVANNI

Packing Slip: 1336

Terms: NET 30 DAYS  
Ordered: 9/26/2007

F.O.B: SHIPPING POINT  
Ship Via: FIGGINS TRANSP  
Ship Date: 1/25/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	180.00	0502-733 1/2AXLEASSEMBLY		44.90 EA	8,082.00
<p><u>Warehouse Code:</u> main B</p> <p>Our Part: 73733 Reference A03704610</p>					
2	13.00	1655-528-560-561 TRAY, AXLE LONG		0.00 EA	0.00
<p><u>Warehouse Code:</u> main REL</p> <p>Our Part: 72106 Reference A03704610</p>					
3	1.00	1655-378 PALLET		0.00 EA	0.00
<p><u>Warehouse Code:</u> main REL</p> <p>Our Part: 72101 Reference A03704610</p>					

Total: 8,082.00 \$US

Payment Schedule		
	Due Date	Amount
1	2/24/2008	8,082.00
Total		8,082.00

Driveline Systems LLC  
421 Material Avenue  
Oves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120359

# INVOICE

Page: 1 of 1  
Date: 1/25/2008

## Bill To:

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

## Ship To:

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60064102

Terms: NET 30 DAYS  
Ordered: 9/26/2007

F.O.B: SHIPPING POINT  
Ship Via: FIGGINS TRANSP  
Ship Date: 1/25/2008

Sales Rep: DON M. DIGIOVANNI

Packing Slip: 1337

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	180.00	0502-734 1/2AXLEASSEMBLY		45.24 EA	8,143.20
			<u>Warehouse Code:</u> main		
			B		
			<u>Our Part:</u> 73734		
			<u>Reference:</u> A03704611		
2	13.00	1655-528-560-561 TRAY, AXLE LONG		0.00 EA	0.00
			<u>Warehouse Code:</u> main		
			REL		
			<u>Our Part:</u> 72106		
			<u>Reference:</u> A03704611		
3	1.00	1655-378 PALLET		0.00 EA	0.00
			<u>Warehouse Code:</u> main		
			REL		
			<u>Our Part:</u> 72101		
			<u>Reference:</u> A03704611		

## Payment Schedule

	Due Date	Amount
1	2/24/2008	8,143.20
<b>Total</b>		8,143.20

**Total: 8,143.20 \$US**

Driveline Systems LLC  
421 Material Avenue  
Oves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120360

# INVOICE

Page: 1 of 1  
Date: 1/25/2008

## Bill To:

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

## Ship To:

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60053484

Sales Rep: DON M. DIGIOVANNI

Packing Slip: 1338

Terms: NET 30 DAYS  
Ordered: 9/26/2007

F.O.B: SHIPPING POINT  
Ship Via: FIGGINS TRANSP  
Ship Date: 1/25/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	360.00	0502-740 1/2AXLEASSEMBLY		44.90 EA	16,164.00
			<u>Warehouse Code:</u> main		
			C		
			<u>Our Part:</u> 73740		
			<u>Reference</u> A03704612		
2	26.00	1655-528-560-561 TRAY, AXLE LONG		0.00 EA	0.00
			<u>Warehouse Code:</u> main		
			REL		
			<u>Our Part:</u> 72106		
			<u>Reference</u> A03704612		
3	2.00	1655-378 PALLET		0.00 EA	0.00
			<u>Warehouse Code:</u> main		
			REL		
			<u>Our Part:</u> 72101		
			<u>Reference</u> A03704612		

## Payment Schedule

	Due Date	Amount
1	2/24/2008	16,164.00
<b>Total</b>		16,164.00

**Total: 16,164.00 \$US**



Driveline Systems LLC  
421 Material Avenue  
Owens Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120361

# INVOICE

Page: 1 of 1  
Date: 1/25/2008

## Bill To:

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

## Ship To:

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60054869

Sales Rep: DON M. DIGIOVANNI

Packing Slip: 1339

Terms: NET 30 DAYS

Ordered: 9/26/2007

F.O.B: SHIPPING POINT

Ship Via: FIGGINS TRANSP

Ship Date: 1/25/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	624.00	0502-980 HUB/STUD ASSY FRONT PLUS 2		13.33 EA	8,317.92
		<u>Warehouse Code:</u> main			
		C			
		<u>Our Part:</u> 73980			
		<u>Reference</u> A03704624			
2	12.00	1655-454 TRAY, HUB		0.00 EA	0.00
		<u>Warehouse Code:</u> main			
		REL			
		<u>Our Part:</u> 72103			
		<u>Reference</u> A03704624			
3	1.00	1655-378 PALLET		0.00 EA	0.00
		<u>Warehouse Code:</u> main			
		REL			
		<u>Our Part:</u> 72101			
		<u>Reference</u> A03704624			

Payment Schedule		
	Due Date	Amount
1	2/24/2008	8,317.92
<u>Total</u>		8,317.92

Total: 8,317.92 \$US

Driveline Systems LLC  
3421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120362

INVOICE

Page: 1 of 1  
Date: 1/25/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60053486

Terms: NET 30 DAYS  
Ordered: 9/26/2007

F.O.B: SHIPPING POINT

Sales Rep: DON M. DIGIOVANNI

Ship Via: FIGGINS TRANSP

Packing Slip: 1340

Ship Date: 1/25/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	624.00	0503-322 HUB/STUD ASSY REAR PLUS 2		12.52 EA	7,812.48
			<u>Warehouse Code:</u> main A		
		<u>Our Part:</u> 73322 <u>Reference</u> A03704625			
2	12.00	1655-528-560-561 TRAY, HUB		0.00 EA	0.00
			<u>Warehouse Code:</u> main REL		
		<u>Our Part:</u> 72103 <u>Reference</u> A03704625			
3	1.00	1655-378 PALLET		0.00 EA	0.00
			<u>Warehouse Code:</u> main REL		
		<u>Our Part:</u> 72101 <u>Reference</u> A03704625			

Payment Schedule		
	Due Date	Amount
1	2/24/2008	7,812.48
<b>Total</b>		<b>7,812.48</b>

**Total: 7,812.48 \$US**

Driveline Systems LLC  
6421 Material Avenue  
Lovels Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120363

**INVOICE**

Page: 1 of 1  
Date: 1/25/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60054094  
Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1341

Terms: NET 30 DAYS  
Ordered: 10/1/2007

F.O.B: SHIPPING POINT  
Ship Via: FIGGINS TRANSP  
Ship Date: 1/25/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	364.00	0405-205 OUTER TIEROD		3.37 EA	1,226.68

Warehouse Code: main  
F

Our Part: 40250  
Reference A03704358

Payment Schedule		
	Due Date	Amount
1	2/24/2008	1,226.68
<b>Total</b>		<b>1,226.68</b>

**Total: 1,226.68 \$US**

Driveline Systems LLC  
6421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120364

**INVOICE**

Page: 1 of 1  
Date: 1/29/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-SERVICE DIST.  
215 CROSSROADS BOULEVARD  
BUCYRUS OH 44820

PO Number: 60054090  
Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1343

Terms: NET 30 DAYS  
Ordered: 9/26/2007

F.O.B: SHIPPING POINT  
Ship Via: VITRAN EXPRESS  
Ship Date: 1/29/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	50.00	0402-778 1/2AXLEASSEMBLY		54.81 EA	2,740.50

Warehouse Code: main  
E

Our Part: 72814  
Reference A03706227

Line (1) Miscellaneous Charges	
Description	Amount
10.) PACKING SURCHARGE-SE	68.00

Payment Schedule		
	Due Date	Amount
1	2/28/2008	2,808.50
<b>Total</b>		<b>2,808.50</b>

**Total: 2,808.50 \$US**

Driveline Systems LLC  
6421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120365

**INVOICE**

Page: 1 of 1  
Date: 1/29/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60054108  
Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1345

Terms: NET 30 DAYS  
Ordered: 9/26/2007

F.O.B: SHIPPING POINT  
Ship Via: FIGGINS TRANSP  
Ship Date: 1/29/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	100.00	0405-160 SHAFT, STEERING WHEEL		4.48 EA	448.00

Warehouse Code: main  
K

**Our Part:** 84098L  
**Reference:** A03706242

**Total:** 448.00 \$US

<b>Payment Schedule</b>		
	<b>Due Date</b>	<b>Amount</b>
1	2/28/2008	448.00
<b>Total</b>		448.00

Driveline Systems LLC  
3421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120366

**INVOICE**

Page: 1 of 1  
Date: 1/29/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60064102

Sales Rep: DON M. DIGIOVANNI

Packing Slip: 1348

Terms: NET 30 DAYS

Ordered: 9/26/2007

F.O.B: SHIPPING POINT

Ship Via: FIGGINS TRANSP

Ship Date: 1/29/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	180.00	0502-734 1/2AXLEASSEMBLY		45.24 EA	8,143.20
			<u>Warehouse Code:</u> main		
			B		
			<u>Our Part:</u> 73734		
			<u>Reference</u> A03708361		
2	13.00	1655-528-560-561 TRAY, AXLE LONG		0.00 EA	0.00
			<u>Warehouse Code:</u> main		
			REL		
			<u>Our Part:</u> 72106		
			<u>Reference</u> A03708361		
3	1.00	1655-378 PALLET		0.00 EA	0.00
			<u>Warehouse Code:</u> main		
			REL		
			<u>Our Part:</u> 72101		
			<u>Reference</u> A03708361		

**Total: 8,143.20 \$US**

<u>Payment Schedule</u>		
	<u>Due Date</u>	<u>Amount</u>
1	2/28/2008	8,143.20
<u>Total</u>		8,143.20

Driveline Systems LLC  
6421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120367

**INVOICE**

Page: 1 of 1  
Date: 1/29/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60053484      Terms: NET 30 DAYS      F.O.B: SHIPPING POINT  
Sales Rep: DON M. DIGIOVANNI      Ordered: 9/26/2007      Ship Via: FIGGINS TRANSP  
Packing Slip: 1349      Ship Date: 1/29/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	180.00	0502-740 1/2AXLEASSEMBLY		44.90 EA	8,082.00
<p><u>Warehouse Code:</u> main C</p> <p>Our Part: 73740 Reference A03708362</p>					
2	13.00	1655-528-560-561 TRAY, AXLE LONG		0.00 EA	0.00
<p><u>Warehouse Code:</u> main REL</p> <p>Our Part: 72106 Reference A03708362</p>					
3	1.00	1655-378 PALLET		0.00 EA	0.00
<p><u>Warehouse Code:</u> main REL</p> <p>Our Part: 72101</p>					

Payment Schedule	
Due Date	Amount
1 2/28/2008	8,082.00
<b>Total</b>	<b>8,082.00</b>

**Total: 8,082.00 \$US**

Driveline Systems LLC  
 5421 Material Avenue  
 Loves Park IL 61111



Phone: 815-877-8102  
 Fax: 815-877-8203

Invoice: 120368

**INVOICE**

Page: 1 of 1  
 Date: 1/29/2008

**Bill To:**

ARCTIC CAT INC  
 601 BROOKS AVENUE SOUTH  
 P.O. BOX 810  
 THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-SERVICE DIST.  
 215 CROSSROADS BOULEVARD  
 BUCYRUS OH 44820

PO Number: 60064097  
 Sales Rep: DON M. DIGIOVANNI  
 Packing Slip: 1344

Terms: NET 30 DAYS  
 Ordered: 9/26/2007

F.O.B: SHIPPING POINT  
 Ship Via: VITRAN EXPRESS  
 Ship Date: 1/29/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	216.00	0502-750 1/2AXLEASSEMBLY		47.65 EA	10,292.40

Warehouse Code: main  
 REL

Our Part: 73750  
 Reference A03706501

Line (1) Miscellaneous Charges		
Description	Amount	
10.) PACKING SURCHARGE-SE	293.76	

**Total: 10,586.16 \$US**

Payment Schedule		
	Due Date	Amount
1	2/28/2008	10,586.16
<b>Total</b>		<b>10,586.16</b>



Driveline Systems LLC  
3421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120369

**INVOICE**

Page: 1 of 1  
Date: 1/29/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60054094  
Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1346

Terms: NET 30 DAYS  
Ordered: 10/1/2007

F.O.B: SHIPPING POINT  
Ship Via: FIGGINS TRANSP  
Ship Date: 1/29/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	104.00	0405-205 OUTER TIEROD		3.37 EA	350.48

Warehouse Code: main

F

Our Part: 40250  
Reference A03706243

<b>Payment Schedule</b>		
	<b>Due Date</b>	<b>Amount</b>
1	2/28/2008	350.48
<b>Total</b>		<b>350.48</b>

**Total: 350.48 \$US**

Driveline Systems LLC  
 3421 Material Avenue  
 Loves Park IL 61111



Phone: 815-877-8102  
 Fax: 815-877-8203

Invoice: 120370

**INVOICE**

Page: 1 of 1  
 Date: 1/29/2008

**Bill To:**

ARCTIC CAT INC  
 601 BROOKS AVENUE SOUTH  
 P.O. BOX 810  
 THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-MAIN  
 635 BROOKS AVENUE  
 PO BOX 810  
 THIEF RIVER FALLS MN 56701

PO Number: 60054094

Sales Rep: DON M. DIGIOVANNI

Packing Slip: 1347

Terms: NET 30 DAYS

Ordered: 10/1/2007

F.O.B: SHIPPING POINT

Ship Via: FIGGINS TRANSP

Ship Date: 1/29/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	104.00	0405-205 OUTER TIEROD		3.37 EA	350.48

Warehouse Code: main

F

Our Part: 40250

Reference A03708102

Payment Schedule	
Due Date	Amount
1 2/28/2008	350.48
<b>Total</b>	<b>350.48</b>

**Total: 350.48 \$US**

Driveline Systems LLC  
6421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120371

**INVOICE**

Page: 1 of 1  
Date: 1/29/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-SERVICE DIST.  
215 CROSSROADS BOULEVARD  
BUCYRUS OH 44820

PO Number: 60054867  
Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1342

Terms: NET 30 DAYS  
Ordered: 11/6/2007

F.O.B: SHIPPING POINT  
Ship Via: VITRAN EXPRESS  
Ship Date: 1/29/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	25.00	0402-365 1/2AXLEASSEMBLY		70.00 EA	1,750.00

Warehouse Code: main  
H

Our Part: 72812  
Reference A03706224

Line (1) Miscellaneous Charges	
Description	Amount
10.) PACKING SURCHARGE-SE	34.00

**Total: 1,784.00 \$US**

Payment Schedule	
Due Date	Amount
1 2/28/2008	1,784.00
<b>Total</b>	<b>1,784.00</b>

Driveline Systems LLC  
121. Material Avenue  
Owes Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120373

**INVOICE**

Page: 1 of 1  
Date: 1/30/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60054869

Terms: NET 30 DAYS  
Ordered: 9/26/2007

F.O.B: SHIPPING POINT  
Ship Via: FIGGINS TRANSP  
Ship Date: 1/30/2008

Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1353

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	624.00	0502-980 HUB/STUD ASSY FRONT PLUS 2		13.33 EA	8,317.92
		<u>Warehouse Code:</u> main			
		C			
		<u>Our Part:</u> 73980			
		<u>Reference</u> A03710303			
2	12.00	1655-454 TRAY, HUB		0.00 EA	0.00
		<u>Warehouse Code:</u> main			
		REL			
		<u>Our Part:</u> 72103			
		<u>Reference</u> A03710303			
3	1.00	1655-378 PALLET		0.00 EA	0.00
		<u>Warehouse Code:</u> main			
		REL			
		<u>Our Part:</u> 72101			
		<u>Reference</u> A03710303			

Payment Schedule		
	Due Date	Amount
1	2/29/2008	8,317.92
<b>Total</b>		8,317.92

**Total: 8,317.92 \$US**

riveline Systems LLC  
421 Material Avenue  
Oves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120374

# INVOICE

Page: 1 of 1  
Date: 1/30/2008

## Bill To:

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

## Ship To:

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60053486  
Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1354

Terms: NET 30 DAYS  
Ordered: 9/26/2007

F.O.B: SHIPPING POINT  
Ship Via: FIGGINS TRANSP  
Ship Date: 1/30/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	624.00	0503-322 HUB/STUD ASSY REAR PLUS 2		12.52 EA	7,812.48
			<u>Warehouse Code:</u> main A		
		<u>Our Part:</u> 73322 <u>Reference</u> A03710306			
2	12.00	1655-454 TRAY, HUB		0.00 EA	0.00
			<u>Warehouse Code:</u> main REL		
		<u>Our Part:</u> 72103 <u>Reference</u> A03710306			
3	1.00	1655-378 PALLET		0.00 EA	0.00
			<u>Warehouse Code:</u> main REL		
		<u>Our Part:</u> 72101 <u>Reference</u> A03710306			

Payment Schedule		
	Due Date	Amount
1	2/29/2008	7,812.48
<b>Total</b>		<b>7,812.48</b>

**Total: 7,812.48 \$US**

Driveline Systems LLC  
421 Material Avenue  
Owes Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120375

# INVOICE

Page: 1 of 1  
Date: 1/30/2008

## Bill To:

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

## Ship To:

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60054094

Terms: NET 30 DAYS  
Ordered: 10/1/2007

F.O.B: SHIPPING POINT  
Ship Via: FIGGINS TRANSP  
Ship Date: 1/30/2008

Sales Rep: DON M. DIGIOVANNI

Packing Slip: 1352

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	104.00	0405-205 OUTER TIEROD		3.37 EA	350.48

Warehouse Code: main

F

Our Part: 40250

Reference: A03710007

Payment Schedule		
	Due Date	Amount
1	2/29/2008	350.48
<b>Total</b>		<b>350.48</b>

**Total: 350.48 \$US**

Driveline Systems LLC  
6421 Maerial Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120378

**INVOICE**

Page: 1 of 1  
Date: 1/31/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60054108

Sales Rep: DON M. DIGIOVANNI

Packing Slip: 1356

Terms: NET 30 DAYS

Ordered: 9/26/2007

F.O.B: SHIPPING POINT

Ship Via: FIGGINS TRANSP

Ship Date: 1/31/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	100.00	0405-160 SHAFT, STEERING WHEEL		4.48 EA	448.00

Warehouse Code: main

K

Our Part: 84098L

Reference A03711943

<u>Payment Schedule</u>		
	<u>Due Date</u>	<u>Amount</u>
1	3/1/2008	448.00
<b>Total</b>		448.00

**Total: 448.00 \$US**

Driveline Systems LLC  
3421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120379

INVOICE

Page: 1 of 1  
Date: 1/31/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-SERVICE DIST.  
215 CROSSROADS BOULEVARD  
BUCYRUS OH 44820

PO Number: 60054142  
Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1358

Terms: NET 30 DAYS  
Ordered: 9/26/2007

F.O.B: SHIPPING POINT  
Ship Via: VITRAN EXPRESS  
Ship Date: 1/31/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	50.00	0441-398 CLAMP,OETIKER,LOW PROFILE,1.087		0.46 EA	23.00

Warehouse Code: main  
REL

**Our Part:** 99319  
**Reference** A03712224

Payment Schedule	
Due Date	Amount
1 3/1/2008	23.00
<b>Total</b>	<b>23.00</b>

**Total: 23.00 \$US**



Driveline Systems LLC  
121 Material Avenue  
Janesville, WI 53111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120380

**INVOICE**

Page: 1 of 1  
Date: 1/31/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60053484

Terms: NET 30 DAYS  
Ordered: 9/26/2007

F.O.B: SHIPPING POINT  
Ship Via: FIGGINS TRANSP  
Ship Date: 1/31/2008

Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1357

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	180.00	0502-740 1/2AXLEASSEMBLY		44.90 EA	8,082.00
		<b>Our Part:</b> 73740 <b>Reference:</b> A03712263	<u>Warehouse Code:</u> main C		
2	13.00	1655-528-560-561 TRAY, AXLE LONG		0.00 EA	0.00
		<b>Our Part:</b> 72106 <b>Reference:</b> A03712263	<u>Warehouse Code:</u> main REL		
3	1.00	1655-378 PALLET		0.00 EA	0.00
		<b>Our Part:</b> 72101 <b>Reference:</b> A03712263	<u>Warehouse Code:</u> main REL		

**Payment Schedule**

	Due Date	Amount
1	3/1/2008	8,082.00
<b>Total</b>		8,082.00

**Total:****8,082.00 \$US**

Driveline Systems LLC  
6421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120381

**INVOICE**

Page: 1 of 1  
Date: 2/1/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-SERVICE DIST.  
215 CROSSROADS BOULEVARD  
BUCYRUS OH 44820

PO Number: 60054107

Sales Rep: DON M. DIGIOVANNI

Packing Slip: 1359

Terms: NET 30 DAYS

Ordered: 9/26/2007

F.O.B: SHIPPING POINT

Ship Via: VITRAN EXPRESS

Ship Date: 2/1/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	1,000.00	0436-410 BOOTKIT		6.80 EA	6,800.00

Warehouse Code: main

REL

Our Part: 99404

Reference A03714209

<b>Payment Schedule</b>		
	<b>Due Date</b>	<b>Amount</b>
1	3/2/2008	6,800.00
<b>Total</b>		6,800.00

**Total: 6,800.00 \$US**

Driveline Systems LLC  
3421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120382

**INVOICE**

Page: 1 of 1  
Date: 2/1/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60054099  
Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1361

Terms: NET 30 DAYS  
Ordered: 9/26/2007

F.O.B: SHIPPING POINT  
Ship Via: FIGGINS TRANSP  
Ship Date: 2/1/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	180.00	0502-733 1/2AXLEASSEMBLY		44.90 EA	8,082.00
		<b>Our Part:</b> 73733 <b>Reference:</b> A03714269	<u>Warehouse Code:</u> main B		
2	13.00	1655-528-560-561 TRAY, AXLE LONG		0.00 EA	0.00
		<b>Our Part:</b> 72106 <b>Reference:</b> A03714269	<u>Warehouse Code:</u> main REL		
3	1.00	1655-378 PALLET		0.00 EA	0.00
		<b>Our Part:</b> 72101 <b>Reference:</b> A03714269	<u>Warehouse Code:</u> main REL		

<b>Payment Schedule</b>		
	<b>Due Date</b>	<b>Amount</b>
1	3/2/2008	8,082.00
<b>Total</b>		8,082.00

**Total: 8,082.00 \$US**

Driveline Systems LLC  
6421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120383

**INVOICE**

Page: 1 of 1  
Date: 2/1/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

ARCTIC CAT INC-MAIN  
635 BROOKS AVENUE  
PO BOX 810  
THIEF RIVER FALLS MN 56701

PO Number: 60054094

Terms: NET 30 DAYS

F.O.B: SHIPPING POINT

Sales Rep: DON M. DIGIOVANNI

Ordered: 10/1/2007

Ship Via: FIGGINS TRANSP

Packing Slip: 1360

Ship Date: 2/1/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	156.00	0405-205 OUTER TIEROD		3.37 EA	525.72

Warehouse Code: main

F

Our Part: 40250

Reference: A03713942

**Payment Schedule**

Due Date	Amount
1 3/2/2008	525.72
<b>Total</b>	<b>525.72</b>

**Total: 525.72 \$US**

Driveline Systems LLC  
6421 Material Avenue  
Loves Park IL 61111



Phone: 815-877-8102  
Fax: 815-877-8203

Invoice: 120384

**INVOICE**

Page: 1 of 1  
Date: 2/1/2008

**Bill To:**

ARCTIC CAT INC  
601 BROOKS AVENUE SOUTH  
P.O. BOX 810  
THIEF RIVER FALLS MN 56701

**Ship To:**

KIM JENKINS  
ARCTIC CAT INC SALES INC-USA  
600 BROOKS AVENUE  
THIEF RIVER FALLS MN 56701

PO Number: 1143327  
Sales Rep: DON M. DIGIOVANNI  
Packing Slip: 1362

Terms: NET 30 DAYS  
Ordered: 2/1/2008

F.O.B: SHIPPING POINT  
Ship Via: UPS GROUND SE  
Ship Date: 2/1/2008

Line	Quantity	Part Number/Description	Revision	Unit Price	Ext Price
1	2.00	T2602-139 1 (INITIAL) TOOLING GAGES FOR SHIFT FORK SHAFTS		1,333.00 EA	2,666.00

Job No.: 010292

Our Part: SHIFT FORK GAGES  
Reference ATTN: KIM JENKINS

DRIVELINE IS SHIPPING ONE SET OF GAGES TO ARCTIC CAT, ATTENTION KIM JENKINS. ONE SET  
WILL REMAIN AT DRIVELINE SYSTEMS.

Payment Schedule		
	Due Date	Amount
1	3/2/2008	2,666.00
<b>Total</b>		<b>2,666.00</b>

**Total: 2,666.00 \$US**

Mar. 4. 2008 10:47AM

No. 3008 P. 2

Terms and Conditions

- 1) Acceptance This Agreement is for the purchase and sale of goods, and/or services described on the face hereof and is Seller's acceptance of Buyer's offer to Seller. Acceptance of Buyer's offer is expressly limited to the terms and conditions stated herein. Additional or inconsistent terms contained in any Purchase Order or other form are rejected and shall not become part of this Agreement unless embodied in a writing signed by Seller. Commencement of delivery or furnishing of goods or services and acceptance of the same by Buyer shall constitute a firm contract on all terms and conditions hereof. The terms of any Purchase Order referred to herein are incorporated in and made a part of this Agreement only to the extent of specifying the price, the nature and description of goods or services ordered. The terms as to payment, and time of delivery, and then only to the extent that such terms are consistent with the terms and conditions stated on both sides of this acknowledgment.
- 2) Force Majeure In the event of the occurrence of war, invasion, fire, explosion, riot, strikes, acts of God, delays of carriers, energy shortages, shortage or failure in the supply of materials from third party suppliers, acts of government or governmental agencies or instrumentalities or other contingencies or causes beyond the control of either Buyer or Seller affecting the performance of either party, such performance shall be suspended until such contingencies or causes have been terminated. If either party's performance is suspended as a result of such contingencies or causes for a period of sixty (60) days or longer either party shall have the right to cancel this agreement upon written notice to the other party to that effect at any time thereafter.
- 3) Confidential Information Buyer shall not use or disclose to any person, firm, corporation, association or other third party any materials, information or knowledge Seller or its employees may disclose to Buyer concerning Seller's products, methods, or manufacturing processes, or other information communicated to Buyer as proprietary and confidential, unless Buyer is authorized to do so in writing by an officer of Seller. Buyer shall make every reasonable effort to insure that each of its employees who are involved in the performance of Buyer's obligations under this Agreement will abide by the non-use and confidentiality obligations as set forth in this paragraph.
- 4) Termination Seller may terminate this Agreement in whole or in part at any time upon Seller's written notice to Buyer (a) for any reason in Seller's sole discretion; (b) for any default by Buyer involving (I) buyer's failure to pay for goods or services within the time specified by this agreement or (II) in the event Buyer is insolvent or files for or is adjudged bankrupt. Seller shall not be deemed to waive any legal remedies it may have against Buyer because of the exercise of such right to terminate. On termination by Seller, Seller shall stop work hereunder and the placement of subcontracts, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Seller shall use reasonable efforts to diligently secure other purchase(s) for all goods or services. In the event of a termination, Buyer shall reimburse Seller for the expense incurred in the production of goods or services as at the date of Seller's termination.
- 5) Indemnification With respect to articles manufactured by Seller in accordance with Buyer's designs, blueprints, drawings or specifications, Buyer shall defend, indemnify and hold Seller, its subsidiaries or affiliates, employees, customers, agents and assigns, against any and all liability, damage, loss cost or expense, including but not limited to those arising from or based upon (I) intellectual property disputes or (II) error, omission or negligent act by Buyer in the completion of such designs, blueprints, drawings, samples or specifications.
- 6) Inspection and Right of Rejection All goods and/or services covered by this Agreement shall be subject to final inspection by the Buyer by sample or such other means acceptable (per-approved) by Seller. In any case acceptance shall be deemed to have been made no later than five (5) business days after such goods and/or services have been delivered to Buyer. Unless approved by the Seller the Buyer may not return any goods delivered. Provided further, however, the Seller reserves the right to scrap, replace or repair the defective goods, or Seller may accept a back charge (in the form of a credit to Buyer's account) for the Buyer's repair of the goods. The back charge amount is to be mutually agreed upon. The Seller shall be credited or paid for the material scrap value in cases where the goods are authorized by Seller to be scrapped. Buyer agrees to cooperate with Seller and follow Seller's instructions as to defective goods. Notwithstanding the foregoing, the Seller will not be held responsible for any machining labor or costs.
- 7) Product Warranty Products manufactured by Valley Drive Systems, Inc. are warranted against defects in material and in manufacturing. Valley Drive Systems Inc. assumes no responsibility for any of its products that are mis-applied in assembly and/or are used in applications that exceed normal operating conditions. Any warranty claims against Valley Drive Systems, Inc. products must have All The Valley Drive Systems part(s) in question as well as all the associated parts they were assembled with, available for inspection by Valley Drive Systems to determine if any Valley Drive Systems liability exists.
- 8) Payment and Discount If this is an order for goods, upon submission of property verified invoices or vouchers, Buyer shall pay Seller the price stipulated herein for goods delivered and accepted. All discount periods shall

**EXHIBIT**

B

Mar. 4, 2008 10:42 AM No. 3008  
 Buyer receives the goods or an acceptable invoice therefore, whichever occurs first. If this is an order, Buyer shall be obligated to pay upon Buyer's receipt of Seller's invoice therefor. In the event Buyer fails to pay promptly, Seller shall be entitled to reasonable collection costs including attorney's fees.

9) Taxes Buyer shall be liable for any local, state, federal or foreign taxes incurred as a result of the execution of this Agreement or the consummation of the transactions required herein unless separately stated on this Agreement and billed as a separate item.

10) Title and Risk of Loss Title and risk of loss to goods covered by this order shall pass to Buyer at the F.O.B. point shown on the face hereof unless otherwise mutually agreed in writing by the parties hereto. Title and risk of loss for services covered by this order and embodied in tangible articles or reports shall pass to Buyer upon receipt of payment by Seller. Seller warrants that title to all goods and or services transferred hereunder shall be free and clear of all liens, claims, security interests or other encumbrances.

11) Miscellaneous Provisions

- A) This Agreement shall not constitute the Seller as the agent, partner or legal representative of the Buyer.
- B) The terms and conditions stated in this Agreement shall be construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois. Buyer consents to the exclusive jurisdiction of any state or federal court located in Winnebago County, Illinois.
- C) Seller may assign or subcontract all or any part of this order without the prior written approval of Buyer.
- D) The terms and conditions stated on the front and back sides of this order constitute the entire Agreement between Seller and Buyer regarding the furnishing of goods or services specified herein and shall not be modified except by way of a writing signed by authorized representatives of both parties.
- E) All rights granted to Seller under this Agreement shall be in addition to and not in lieu of Seller's rights arising by operation of law. Should any provision of this Agreement be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any of the remaining provisions.

12) Compliance With Laws And Equal Opportunity Seller warrants that in providing the goods and/or services specified herein, will comply with the following laws, executive order and the regulations promulgated hereunder as the same may be amended, where applicable: (a) Fair Labor Standards Act of 1938; (b) Vietnam Era Veterans Readjustment Assistance Act of 1974; (c) Rehabilitation Act of 1973; and (d) Title VII of the Civil Rights Act of 1964; and (e) Executive Order 11246. Any clause required to be set forth in a document of this type of such laws, administrative regulations or executive orders shall be deemed to be incorporated herein by reference.



Daily Requirements File for 2/15/2008

Request #	Material	Vendor Mfr	Material Description	Rev	Rqd Qty	UOM	Tote Qty	Tote Size	PO	Item	ABC	Inspect	Plant	Loc
A00065503	HEADER				0		0		0	0				
A03734983	0402-974		STUD,WHEEL-M10X1.25 (Z&C)	A	250EA		0(NONE)		60054579	10C			1000	2500
A03734988	0405-160	84098L	SHAFT, STEERING WHEEL	D	200EA		200X		60054108	10B		X	1000	1300
A03734992	0405-205	40250	END, OUTER TIE ROD	C	780EA		528X		60054094	10A			1000	1300
A03734993	0405-205	40250	END, OUTER TIE ROD	C	40EA		528X		60054094	10A			1000	2500
A03735224	0441-400		CLIP, RETAINING-IB (22X21)	A	100EA		10(NONE)		60054137	10C			1000	2500
A03735256	0502-258		HUB,SPLINED-ASSY (W/DISK MT...	A	60EA		0(NONE)		60054589	10C			1000	2500
A03735258	0502-599		HUB,ASSY	A	4360EA		624PC		60053488	10A		X	1000	1200
A03735259	0502-601		HUB,ASSY (KOYO)	A	1248EA		624PC		60053489	10A		X	1000	1200
A03735261	0502-733	73733	HALF SHAFT (PLUS 2 FR)	B	180EA		180PC		60054098	10C		X	1000	1300
A03735262	0502-733	73733	HALF SHAFT (PLUS 2 FR)	B	40EA		180PC		60054099	10C		X	1000	1800
A03735263	0502-734	73734	HALF SHAFT (PLUS 2 LOCK)	B	180EA		180PC		60054102	10B		X	1000	1300
A03735264	0502-734	73734	HALF SHAFT (PLUS 2 LOCK)	B	40EA		180PC		60054102	10B		X	1000	1300
A03735265	0502-740	73740	HALF SHAFT (PLUS 2 REAR)	B	540EA		180PC		60053484	10B		X	1000	1800
A03735266	0502-740	73740	HALF SHAFT (PLUS 2 REAR)	B	60EA		180PC		60053483	10A		X	1000	1200
A03735268	0502-811		HALF SHAFT (FIS REAR)	B	2592EA		216PC		60053481	10B		X	1000	1200
A03735269	0502-811		HALF SHAFT (FIS REAR)	B	100EA		216PC		60053481	10B		X	1000	1200
A03735270	0502-812		HALF SHAFT (FIS FRONT RH)	B	75EA		216PC		60053479	10B		X	1000	1200
A03735271	0502-812		HALF SHAFT (FIS FRONT RH)	B	1080EA		216PC		60053479	10B		X	1000	1200
A03735272	0502-813		HALF SHAFT (FIS FR LOCK)	B	76EA		216PC		60054869	10A		X	1000	1300
A03735280	0502-980	73980	HUB, STUD-ASSEMBLY	A	624EA		624PC		60053486	10A		X	1000	1300
A03735283	0503-322	73322	HUB, STUD-ASSY	A	624EA		624PC		60053486	10A		X	1000	1300

EXHIBIT

C

Page 60 of 73



[illegible]





APR	21-Apr-08	28-Apr-08	05-May-08	12-May-08	19-May-08	26-May-08	02-Jun-08	09-Jun-08	16-Jun-08	23-Jun-08	30-Jun-08	07-Jul-08	14-Jul-08	21-Jul-08	28-Jul-08
0	120	600	600	600	600	480	600	600	480	240	480	600	600	600	600
0	120	600	610	600	600	480	610	600	480	250	480	600	600	600	600
0	0	0	0	71	785	811	1036	404	0	886	854	336	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	194	216	38	0	0	0	20	20	0	0	0	30
0	0	0	0	0	146	5	0	0	0	0	0	0	0	0	0
0	0	0	400	0	20	0	0	0	0	0	0	0	0	338	855
0	0	0	0	0	0	0	0	0	0	0	0	0	610	560	0



04-Aug-08	11-Aug-08	18-Aug-08	25-Aug-08	01-Sep-08	08-Sep-08	15-Sep-08	22-Sep-08	29-Sep-08	06-Oct-08	13-Oct-08	20-Oct-08	27-Oct-08	03-Nov-08	10-Nov-08	17-Nov-08
600	610	480	0	0	0	0	0	10	0	0	0	0	0	10	0
610	800	480	0	0	0	0	0	10	0	0	0	0	10	10	0
0	0	0	387	840	773	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	20	0	20	0	0	0	0	51	0	0	0	0	20	20
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
260	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15	128	945	405	0	0	0	0	10	0	0	0	0	0	15	0





Nov-08	01-Dec-08	08-Dec-08	15-Dec-08	22-Dec-08	29-Dec-08	05-Jan-09	12-Jan-09	19-Jan-09	26-Jan-09	02-Feb-09	ABC	Inspect	PO	PO Item	Rev	BatchManagedFlag
0	0	10	0	0	0	10	0	0	0	0A			60054868	10A		
0	0	30	0	10	0	10	0	0	0	0A			60053486	10A		
0	0	0	0	0	0	0	0	0	0	0B			60059055	10C		
0	0	0	0	0	0	0	0	0	0	0C			60054136	10C		
0	0	0	0	0	0	0	0	0	0	0C			0	0A		
0	0	0	0	0	0	0	0	0	0	0C			60066248	10F		
0	0	0	30	0	0	20	0	0	0	0C			60066250	10F		
0	0	0	0	0	0	0	0	0	0	0C			60066251	10E		
0	0	0	0	0	0	0	0	0	0	0C			60066253	10E		



Daily Requirements File for 2/18/2008

Request #	Material	Vendor Mtl	Material Description	Rev	Rqd Qty	UOM	Tote Qty	Tote Size	PO	Item	ABC	Inspect	Plant	Loc
A00085503	HEADER				0		0		0	0				

Material	Vendor Mtl	Description	UOM	PastDue	Current	25-Feb-08	03-Mar-08	10-Mar-08	17-Mar-08	24-Mar-08	31-Mar-...	07-Apr-...	14-Apr-...
1402-240 ...		AXLE REAR-LH (KOYO)	EA	0	0	0	0	0	0	25	0	0	0

\*\*\*\*\* 6:59:00 AM

21-Apr-08	28-Apr-08	05-May-08	12-May-08	19-May-08	26-May-08	02-Jun-08	09-Jun-08	16-Jun-08	23-Jun-08	30-Jun-08	07-Jul-08	14-Jul-08	21-Jul-08	28-Jul-08	04-Aug-08
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

7/18/2008 6:33:09 AM



01-Dec-08	08-Dec-08	15-Dec-08	22-Dec-08	29-Dec-08	05-Jan-09	12-Jan-09	19-Jan-09	26-Jan-09	02-Feb-09	09-Feb-09	ABC	Inspect	PO	PO Item	Rev	BatchManagedFlag
0	0	0	0	0	0	0	0	0	0	0C				0	0A	